IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE THOTTATHIL B.RADHAKRISHNAN

TUESDAY, THE 13TH MARCH 2007 / 22ND PHALGUNA 1928

WP(C).No. 7897 of 2007(M)

PETITIONER:

KERALA CIVIL AVIATION GENERAL
WORKERS' CO-OPERATIVE SOCIETY LTD. NO.T-707,
THIRUVANANTHAPURAM-8, REPRESENTED BY ITS
SECRETARY.

BY ADV. SRI.P.BABU KUMAR

RESPONDENTS:

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1. UNION OF INDIA REP. BY SECRETARY
TO CIVIL AVIATION DEPT., SECRETARIAT,
THIRUVANANTHAPURAM.

2. THE DY.GENERAL MANAGER (COMMERCIAL),
INDIAN AIRLINES LTD., MAIN BOOKING OFFICE,
CHENNAI.

3. THE DY.GENERAL MANAGER (STORES &
PURCHASE), IAL, MEENAMBAKAM, CHENNAI.

4. THE OFFICIATING CHIEF MANAGER
(S & P), IAL AIRLINES HOUSE,
MEENAMBAKAM, CHENNAI-27.

BY ADV. SRI.AJITH KRISHNAN, CGSC

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 13/03/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

THOTTATHIL B.RADHAKRISHNAN, J.

W.P(C).No.7897 OF 2007

Dated this the 13th day of March, 2007

JUDGMENT

Some time before 1977 or so, certain persons were evicted for the formation of the Trivandrum Airport. Some of them formed a co-operative society in 1978, which is the writ petitioner herein. The petitioner alleges that they had been carrying on portage and trolley retrieval service on contract basis in the Trivandrum Airport.

2. This writ petition is filed seeking intervention of this Court by issuing a direction to the respondents to permit the petitioner, which is only a co-operative society, also to compete in terms of Ext.P4, which, in the wisdom of the respondents, has been confined to companies. In the realm of such contracts, in my considered view, it would not be within the province of this Court to entertain judicial review of the terms of contract or the terms of a tender unless it is shown to be, per se unconscionable

or arbitrary on any ground referable to Part III of the Constitution of India. It is well within the realm of the commercial wisdom of the respondents to confine the field of choice of the person with whom it would enter into contract. The category of persons from whom tenders have been invited are companies. If it would be opened up on the basis of a writ in favour of the petitioner which is a co-operative society, it would run contrary to the commercial frame of the respondents which cannot be tinkered by this Court except in exceptional circumstances referable to Part III of the Constitution, as already noticed.

For the reasons aforesaid, I find no ground to issue any direction a sought for. The writ petition fails, the same is accordingly dismissed.

THOTTATHIL B.RADHAKRISHNAN
Judge

kkb.